INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

सत्यमेव जयते

Certificate No.	:	IN-KA30899077203808O
Certificate Issued Date	:	26-Oct-2016 02:38 PM
Account Reference	:	NONACC (FI)/ kaksfcl08/ BANGALORE2/ KA-BA
Unique Doc. Reference	:	SUBIN-KAKAKSFCL08114975229633590
Purchased by	:	K DAMODAR AND CO
Description of Document	:	Article 12 Bond
Description	:	AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	K DAMODAR AND CO
Second Party	:	EXECUTIVE ENGINEER PROJECT DIVISION R R NAGAR ZONE
Stamp Duty Paid By	:	K DAMODAR AND CO
Stamp Duty Amount(Rs.)	:	200 (Two Hundred only)

For Shri Saraswathi Credit Sowharda Sahakari Ltd. Seshadripuram Branch

Authorised Signatories

----------Please write or type below this line----------

Work Agreement

No: EE(Proj)/RRN/Ag.No/53/2016-17, **Date:-27-10-2016**

This agreement made on the **27th day of October 2016 (27-10-2016)**, between Bruhat Bangalore Mahanagara Palike, represented by the **Executive Engineer, Project Division**, Rajarajeshwarinagar Zone, Bruhat Bangalore Mahanagara Palike, Bangalore, Which term shall mean and include the successors in the office and assignees [here in after called "BBMP"/the Employer") on one part.

For K. DAMODAR & CO.

Contractor

Executive Engineer (Project)

And

M/s K.Damodar & Co., No 71, East Park Road, Between 13th and 14th Cross, Malleshwarm, Bangalore -560003, (Hereinafter called "the Contractor") on the other part, Which term shall mean and include their heirs, successors and legal representatives as the case may be.

Whereas the Employer is desirous to execute the following Work **"Construction of Building and Development of Govt. School and improvements in school Premises at Jalahalli village in ward no 16"** Through Contract vide Tender Notification No. EE/Proj/RRN/TEN/06/2014-15. Dt:- 25-06-2016. (hereinafter called "the Works") and the Employer has accepted the Tender from the Above Contractor for the execution and completion of the above work and the remedying of any defects therein at a contract price of **Rs.1,80,16,200/- (Rupees One Crore Eighty Lakh Sixteen Thousand Two Hundred Only)** The second party has submitted the Performance Guarantee amount Through **Bank Guarantee** for an amount of **Rs.9,01,000/- Bank Guarantee No:- 16063BG000111 Dated :-26-10-2016** from the **Karnataka Bank Ltd**, Nehrunagar, Bangalore- 560020 Which is Valid up to **25-10-2017.**

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedies any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

For K. DAMODAR & CO.

Contractor

Executive Engineer (Project)

4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
   a) Letter of Acceptance;
   b) Notice to proceed with the works;
   c) Contractor's Tender;
   d) Contract Data;
   e) Conditions of contract (including Special Conditions of Contract);
   f) Specifications;
   g) Drawings;
   h) Bill of Quantities;
   i) Any other document listed in the Contract Data as forming part of the contract.
5. The BBMP shall pay to the contractor as per rates Mentioned in the schedule "B" as and when the bills are submitted by the contractor for the work done.
6. The contractor shall comprise of the work above mentioned and in all subsidiary work Connected there within the same site as may be ordered to be done in writing from time to time by the BBMP engineer even though such works may or not be shown in the detailed Estimate and Schedule B.
7. The contractor shall in all respect complete the work within the stipulated time **08 Months (Eighty Months)** from the date of issue of work order or Handing over of the work site whichever is earlier.
8. The contractor shall be responsible for the pay compensation of his workmen's payable under the workmen's compensation act 1923 for injuries if any (god forbid) caused to the workmen's or vehicles or other property during the execution of the work and also the liability that may arise under the common law.
9. The work should be executed as per the standard specifications Specified in KPWD/CPWD/IRC/MORTH or as directed.
10. The work should be done as per the directions and instructions of the BBMP Engineer and his deputies from time to time.
11. The quantities are variable to that noted in the Schedule "B" will be limited to sanctioned estimate only.

For K. DAMODAR & CO.

Contractor

Managing Partner

Executive Engineer (Project)

12. The guarantee maintenance period of work is twelve months from the date of Final completion of work and the contractor will be responsible for carryout the any repairs during that period and SD will be refunded only after the One year and duly inspection from the competent authority.
13. In case of any disputes with respect to the agreement, The same shall be referred to the commissioner Bruhat Bangalore Mahanagara Palike and his decision shall be final.
14. The work should be commenced with all men and machinery within Seven days from the date of work order, failing which it would be presumed that, contractor is not interested in his work and action will be taken to get the work Executed through alternate agency at the risk and cost of the former tenderer.
15. All other terms and conditions of standard bid document (KW-4) will be applicable.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

For K. DAMODAR & CO.

Managing Partner

CONTRACTOR

Executive Engineer(Project),
Rajarajeshwarinagar Zone,
Bruhat Bangalore Mahanagara Palike.

Witnesses:

1.

2.

Contractor

Executive Engineer (Project)